

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 07-058**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**REQUIREMENTS
FOR
LANDSCAPE MAINTENANCE SERVICES
EAST "O" STREET
FROM 52ND STREET TO S. 70TH STREET**

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, February 07, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Document(s) may be downloaded at <http://www.lincoln.ne.gov>. Keyword: bids. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. It is the responsibility of all bidders to check for addendum(s) prior to submitting bids. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

SPECIFICATION NO. 07-058
BID OPENING TIME: 12:00 NOON
DATE: Friday February 07, 2007

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

**REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES
(EAST "O" STREET FROM 52ND TO S. 70TH STREET)**

WORK REQUIREMENTS	PRICE
Annual Spring Maintenance	Total Lump Sum Price \$ _____
Annual Fall Maintenance	Total Lump Sum Price \$ _____
Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Spring & Fall Maintenance) \$ _____/Month
Pesticide Application*	Hourly Price \$ _____/Hour
Irrigation Spring Start Up	Total Lump Sum Price \$ _____
Irrigation Annual Winterization	Total Lump Sum Price \$ _____
Irrigation Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Spring Start Up and Winterization) \$ _____/Month
Service Call**	Hourly Price \$ _____/Hour

***NOTE:** Any pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the pesticide application treatment that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to do the treatment.

**** NOTE:** Any service call for a site visit, inspection or repair outside the specifications outlined herein must be approved by the City before being prior to being performed by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the site visit, inspection or repair that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to perform such task.

BID SECURITY REQUIRED:

YES ____

NO X

Contract Extension Renewal is an Option (Subject to mutual consent by Contractor and City)

YES _____ NO _____

TERM PRICE CLAUSE: **BIDDER MUST STATE**

A. Bid prices firm for the full contract period: _____; or

B. Bid prices subject to escalation/de-escalation: _____.

C. If (b), state period for which bid prices will remain firm through _____.

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORT MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 07-058, ALONG WITH COMPANY
NAME AND ADDRESS**

COMPANY NAME

SIGNATURE

STREET ADDRESS OR P.O. BOX

PRINT NAME

CITY, STATE ZIP CODE

TITLE

TELEPHONE

DATE

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and reviewed by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid**
The Intent to Award will be listed on the website when a recommendation is received from the Department.

**SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE SERVICES**

1. SCOPE

- 1.1 These services shall be performed for the City of Lincoln's Public Works Department and the Parks and Recreation Department on a regularly scheduled basis, except where noted.
- 1.2 Contractor shall provide all labor, tools, and materials necessary to perform specified landscape maintenance services at designated location(s) for the term of the service agreement.
- 1.3 Contractor shall provide all labor, tools, and materials necessary to perform specified irrigation repairs and maintenance services at designated location(s) for the term of the service agreement.
- 1.4 Landscape maintenance and Irrigation maintenance services are for the center island medians (back of curb to back of curb including the mow strip) located on East "O" Street from 52nd Street to South 70th Street including the planted island on N. 66th, north of East "O" and the planting bed and turf area located at the corner of Lyncrest Drive and East "O" West of Homers/Big Apple Bagels.
- 1.5 Care and maintenance, including replacement, of all landscaping, including watering, fertilizing, weeding, pruning, spraying, and removal and replacement of dead plantings.
- 1.6 The attached sample service agreement shall be executed with each Contractor selected for award of bid.
 - 1.6.1 Work shall be performed in accordance with the Specifications for Landscape Maintenance Services and Irrigation Maintenance Services and requirements stated in the service agreement.
- 1.7 The term of the initial service agreement is from March 15, 2007, with an option to renew on an annual basis for two (2) additional one-year terms, beginning March 15, 2008.
- 1.8 The City or Contractor may terminate the service agreement at any time providing a thirty (30) day written notice is submitted.
- 1.9 For additional information regarding these specifications, please contact Tom Kopplin, City of Lincoln Purchasing Department, via E-mail, tkopplin@lincoln.ne.gov

2. CONTRACT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid, the Contractor shall execute a written service agreement between the Contractor and the City.
- 2.2 Also, within such time period the Contractor shall furnish with the executed service agreement a Certificate of Insurance in accordance with the requirements specified in the attached insurance clause to be used for all City Contracts.
 - 2.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing the City of Lincoln as an "Additional Insured" as pertains to these services.
 - 2.2.2 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

3. BIDDING PROCEDURE AND AWARD OF CONTRACT

- 3.1 Read attached Instructions to Bidders prior to submitting bid proposal.
- 3.2 Bidders are encouraged to inspect designated location(s) where required landscape maintenance services are to be performed and review plant material/maintenance list in **APPENDIX 2** for such designated location(s) prior to submitting bids.
- 3.3 The following documents must be submitted as part of the bid:
 - 3.3.1 Completed and signed Bid Proposal Form.
 - 3.3.2 Qualifications statement.
 - 3.3.3 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.
 - 3.3.4 Listing of all equipment to be used in performing specified landscape maintenance services.
 - 3.3.5 Listing of all personnel who would be involved in performing specified landscape maintenance services and their related commercial property landscape maintenance experience.

- 3.4 In determining the low responsible bid, consideration may be given to the following factors:
 - 3.4.1 Ability, capacity, and skill of the bidder to comply with the specifications and perform the work required by the service agreement.
 - 3.4.2 Character, integrity, reputation, judgement, work related experience and efficiency of the bidder.
 - 3.4.3 Ability of the bidder to perform the work within the time specified for specified services.
 - 3.4.4 Previous and current compliance of the bidder with laws and regulations relating to the required work to be done.
 - 3.4.5 Quality of the bidder's performance of previous work.
 - 3.4.6 Total annual cost of the Bid Proposal submitted.
 - 3.4.7 Work performance and impact on City personnel and equipment expenses while assisting contractor.
 - 3.4.8 Any other information deemed relevant to the service agreement as determined by the City.
- 3.5 Contracts resulting from bid proposals may be awarded based on price, scheduling, the ability to complete work correctly on time, quality of work, compliance with stated traffic safety standards and pesticide application procedures, and previous inspection and acceptance of past work performed under contract for the City.
- 3.6 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in their best interests.
- 3.7 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the Specifications for Landscape Maintenance Services and the requirements of the service agreement.
- 3.8 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting service agreement.

4. BIDDER QUALIFICATIONS

- 4.1 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for contracted area.
- 4.2 Bidder must be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service agreement.
- 4.3 Bidder must have a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid Proposal.
 - 4.3.1 Bidder must provide copies of applicators license of those employees applying pesticides on the project.
- 4.4 Bidder must have a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture.
- 4.5 Bidder must currently own necessary and proper tools and equipment needed to perform required landscape maintenance services.
 - 4.5.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.
- 4.6 Irrigation maintenance and repairs must be completed by an experienced irrigation contractor who has performed irrigation repairs and maintenance services similar in material, design and extent to that required for the contracted area. Services may be subcontracted but the primary Contractor shall be responsible.

5. RESPONSIBILITIES OF THE CONTRACTOR

- 5.1 Provide all equipment, labor, materials, fuel, lubricants, repair, maintenance, etc. to perform required landscape maintenance services to the satisfaction of the City.
- 5.2 All necessary traffic barricading and signing to perform contracted landscape maintenance services in the City right-of-way of streets shall be done in conformance with the "Manual on Uniform Traffic Control Devices" and the City of Lincoln "Traffic Control Guidelines for Street Construction, Maintenance and Utility Construction".
- 5.3 Provide landscape maintenance services and submit required inspection reports (see **APPENDIX 3**) in a timely and efficient manner as stipulated in the service agreement.

- 5.4 Protect all existing plant materials listed in **APPENDIX 2** that are at the designated location(s) and replace any or all damaged landscape at no cost to City resulting from landscape maintenance work done by contractor.
- 5.5 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during landscape maintenance work at no cost to the City.
- 5.6 Provide (2) aluminum signs with information including the contractor name and phone number.
 - 5.6.1 Sign shall be new, dice cut (or equal), aluminum meeting A.S. T.M. Specification B209, Alloy 5052-H38 of 080 gauge.
 - 5.6.2 Size and shape must be exactly the same size and shape with all angles and corner radius uniform and exactly as specified.
 - 5.6.3 The edges of all signs must be smooth and free of sharp edges, rough edges or burrs which would harm the hands of a person handling the signs.
 - 5.6.4 All signs must conform to the MUTCD FHWA Standard Highways Sign Manual, 2002 Edition, standards in shape, size, corner, radius, hole location and have 3/8" holes.
 - 5.6.5 Signs designated as City Specification shall conform to the following details in shape, size, corner radius, hole location, color, and font (see **APPENDIX 4**)
 - 5.6.5.1 Rectangular, 080 gauge, 6" high x 12" long, green background with white Arial font.
 - 5.6.6 Sign information to include the contractor name and phone number (No logos allowed).
 - 5.6.7 Location to be identified by the Parks Department in conjunction with Public Works.
 - 5.6.8 Contractor responsible for sign installation and replacement if removed under any circumstance.
- 5.7 Any application of pre-emergent/post-emergent herbicides and/or pesticides must be approved by the City of Lincoln Parks Department, Dave Bomberger at 441-6051, prior to being done.
 - 5.7.1 Contractor must provide name, target for application and MSDS information of chemical(s) to be applied.
 - 5.7.2 Such information must be faxed to City of Lincoln Parks Department, attention Dave Bomberger at 402-441-6051 or delivered to the Administrative Office at 2740 'A' Street **before approval by the City can be given to apply such chemical(s).**
- 5.8 Submit to the City of Lincoln Parks and Recreation Department, Dave Bomberger, any itemized invoices for landscape maintenance or irrigation maintenance services performed.
- 5.9 Initiating, maintaining, supervising, observing and complying with all safety precautions and programs in connection with the work done in accordance with all applicable federal, state and local laws, regulations and ordinances.

6. RESPONSIBILITIES OF THE CITY

- 6.1 Contract administration shall be done by Dave Bomberger, with the City of Lincoln Parks and Recreation Department at 441-6051.
- 6.2 Payment of invoices for landscape maintenance services performed by Contractor shall be made by the City of Lincoln Urban Development Department and/or the Business Improvement District.
- 6.3 Any existing water boxes/hookups located on-site at designated landscape maintenance locations shall be clearly marked and are available upon request.

7. BASIS OF PAYMENT

- 7.1 Payment shall be based on the lump sum prices and hourly rates indicated on the Bid Proposal Form for work actually done.
- 7.2 All invoices and landscape maintenance services performed pursuant to the service agreement shall be submitted to Dave Bomberger of the Lincoln Parks and Recreation Department.
- 7.3 The contractor shall submit invoices for payment of services performed as follows:
 - 7.3.1 One (1) invoice submitted for entire Spring Cleanup when all stipulated work has been done to the satisfaction of the City; this includes Irrigation Charge Up
 - 7.3.2 One (1) invoice submitted quarterly for Monthly Maintenance done to the satisfaction of the City; schedule to follow (does not include Spring Cleanup and Fall Cleanup):
 - Period 1: Work performed during April, May, June, to be billed after June 30, 2007.
 - Period 2: Work performed during July, August, September to be billed after September 30, 2007.

Period 3: Work performed during October, November, December, to be billed after December 31, 2007.

Period 4: Work performed during January, February, March, to be billed after March 31, 2007.

- 7.3.4 One (1) invoice submitted for any additional plant material installed in the Spring, that may be requested by the City of Lincoln Parks and Recreation Department.
- 7.3.5 One (1) invoice submitted for entire Fall Cleanup when all stipulated work has been done to the satisfaction of the City; including Winterization of Irrigation system.
- 7.4 The Contractor's invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done and list of charges as established for such work in the Contractor's Bid Price Proposal (see **APPENDIX 1**)
- 7.5 All costs associated with labor, materials, equipment strip and preparation, equipment operation, equipment maintenance and repair costs shall be included in the lump sum bid price and hourly rates submitted on the Bid Proposal Form.
- 7.6 Landscape Maintenance Inspection Reports, (see **APPENDIX 3**) must be completed and submitted as required in service agreement in order for payment of invoices to be made by the City to the Contractor for services performed.

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT
FOR
EAST "O" STREET FROM 52nd STREET TO S. 70th STREET**

THIS AGREEMENT, made this _____ day of _____, 2007 by and between _____, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. TERM

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through March 15, 2008, with option to renew for two (2) additional one-year term suppon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. RATES

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

3. MAINTENANCE REQUIREMENTS

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, and beautification areas within the public right-of-way identified herein will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 2, APPENDIX 3**, attached here to and incorporated herein (Landscape Plans available at Parks and Recreation, 441-8248).
- 3.2 **ANNUAL SPRING MAINTENANCE** (completed during March - April of the year)
 - 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.
 - 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
 - 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
 - 3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" grove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into grove to a height no greater than top of mowstrips).
 - 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
 - 3.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.
 - 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.
 - 3.2.8 Removal of all debris from designated landscape maintenance areas.
 - 3.2.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of curb to back of curb.
- 3.3 **MONTHLY MAINTENANCE**
 - 3.3.1 Removal of plant material not included in **APPENDIX 2** from planted areas and paved areas adjacent to planted areas of the median(s), from back of curb to back of curb.
 - 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted areas and paved areas adjacent to planted areas of the median(s), back of curb to back of curb.

- 3.3.3 Removal of litter and debris from the planted and paved areas from back of curb to back of curb on a weekly basis.
- 3.3.4 All weedy grasses and weedy broad leaves chemically treated must be removed within two (2) weeks of application.
- 3.4 **ANNUAL FALL MAINTENANCE** (completed during September 1st - October 1st of the year)
 - 3.4.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.
 - 3.4.2 Rake out and remove dead leaves and litter from designated landscaped areas.
 - 3.4.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
 - 3.4.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of mowstrips needs to be removed and a "V" groove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into groove to a height no greater than top of mowstrips).
 - 3.4.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
 - 3.4.6 Apply wood chip mulch to landscaped areas, two inches (2") thick minimum.
 - 3.4.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.
 - 3.4.8 Removal of all debris from designated landscape maintenance areas.
 - 3.4.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of curb to back of curb.
- 3.5 **IRRIGATION SYSTEM ANNUAL SPRING START UP** (Performed by the 4th week fo April)
 - 3.5.1 Activate irrigation system.
 - 3.5.2 Flush out the entire system to clear of debris.
 - 3.5.3 Operate and observe the entire system and check for clogged nozzles and emitters. Remove any calcium buildup that may have occurred over the previous season.
 - 3.5.4 Identify broken or damaged nozzles, heads and emitters, if any.
 - 3.5.5 Inspect for leaking valves and identify those which need repair.
 - 3.5.6 Check the controller for each station in the system(s). Replace batteries annually.
 - 3.5.7 Update wireless valve programmer. Replace batteries annually.
 - 3.5.8 Inventory broken and damaged systems, if any. Provide itemized list and cost estimate for repairs. Submit to Dave Bomberger at the Parks Office 441-6051.
 - 3.5.9 Program sprinkler system operating schedule. Hours of operation to occur between 2:00 a.m and 5:00 a.m.
- 3.6 **IRRIGATION SYSTEM WINTERIZATION** (Performed by the last week of October or before freezing temperatures.)
 - 3.6.1 Turn off water supply to the irrigation system, this includes turning off the main shut off valve(s).
 - 3.6.2 Automatic systems need to have the controller (timer) shut down.
 - 3.6.3 Backflow preventers need to be removed where applicable.
 - 3.6.4 All water needs to be removed from the pipes and sprinklers.
 - 3.6.5 Blow-out the irrigation system. Allow air to run until all the water is blown out and only air is exiting through the sprinkler heads and turn off the valve. Continue process onto the next valve until all valve circuits have been blown out. NOTE: Never turn off all of the valves while the air compressor is running.
 - 3.6.6 Once all valves have been blown out, repeat the process beginning with the first valve.
 - 3.6.7 Turn the automatic controller onto "rain mode" or turn o ff when blowing out the system has finished. Install threaded caps over the open ends of the Backflow preventer rises, anit-siphon valve risers, and any blow out fittings until spring.
- 3.7 **IRRIGATION SYSTEM MONTHLY MAINTENANCE**
 - 3.7.1 Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis.

- 3.7.2 Spray heads, drip lines and quick couplers shall be checked on an ongoing basis such that the entire system is checked each month. Malfunctioning systems will be corrected immediately. Methods of detection include: visual sightings of water on hardscape and property, soil probing, meter monitoring and specific line observations.
- 3.7.3 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the City. All run times should take into account valve precipitation rates, soil conditions, microclimate conditions, and consideration of slope. Before scheduling run times the site should be walked and planted areas inspected to observe plant stress and health. Soil moisture levels should be inspected through planted areas, and appropriate adjustments made to the irrigation schedule.
- 3.7.4 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles. Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules. Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.
- 3.7.5 Monthly activation of all irrigation valves. Each valve should be operated individual to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains. Contractor shall list and report all irrigation system damages to the City of Lincoln Parks Department, Dave Bomberger at 441-6051 with a cost estimate of repair/replacement.
- 3.7.6 Irrigation system pressure shall be checked and adjusted at least monthly to insure efficient operation of irrigation system.
- 3.7.7 Irrigation scheduling will be coordinated with all other maintenance activities.

3.8 **LANDSCAPE MAINTENANCE INSPECTION REPORT**

- 3.8.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's Representative.
- 3.8.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see **APPENDIX 3**) within two (2) days from date of inspection to:
City of Lincoln Parks and Recreation Dept
Planning Department Attn: Dave Bomberger
2740 'A' Street
Lincoln, NE 68502
- 3.8.3 Such reports may also be faxed to 441-7813.

3.9 **PESTICIDE APPLICATION**

- 3.9.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.
- 3.9.2 Any proposed pesticide application(s) must be approved by the City before being done by the Contractor.

4. **ADDITIONAL SERVICES**

- 4.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department. Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department, Mark Canney 441-8248 prior to installation.
- 4.2. Any plant material replaced shall include a one year warranty. This includes trees, shrubs and perennials.
- 4.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements and **SPECIAL PROVISIONS**.
- 4.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 (**BASIS OF PAYMENT**).

5. TERMINATION

- 5.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 5.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

6. INSURANCE

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

7. INDEMNIFICATION

- 7.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.
- 7.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

8. NON-DISCRIMINATION

- 8.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 8.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

9. DRUG FREE WORKPLACE

- 9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 9.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

10. INDEPENDENT CONTRACTOR

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

11. INVOICES

- 11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Dave Bomberger.
- 11.2 Invoices shall be submitted according to the guidelines outlined in the **SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES** item No. **7. BASIS FOR PAYMENT**
- 11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

12. ASSIGNMENT

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

13. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this _____ day of _____, 2007.

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Company Name

By:

Street Address

Name (Print)

City State Zip Code

Signature

Telephone Number(s)

Title

Contractor Name
Contractor Address
Contractor Phone Number

Job Site Location

Billing Period/Quarter

List of charges as established by contract

[illegible]

APPENDIX 2
EAST 'O' STREET FROM 52ND STREET TO WEDGEWOOD DRIVE
PLANT LIST

PLANT LIST	MAINTENANCE CONSIDERATIONS
Summit Green Ash (<i>Fraxinus pennsylvanica</i> 'Summit Green')	Prune broken, twisted, multidirectional branches and suckers.
Autumn Purple Ash (<i>Fraxinus american</i> 'Autumn Purple')	Prune broken, twisted, multidirectional branches and suckers.
Cimmaron Green Ash (<i>Fraxinus pennsylvanica</i> 'Cimmaron Green')	Prune broken, twisted, multidirectional branches and suckers.
Patmore Green Ash (<i>Fraxinus pennsylvanica</i> 'Patmore')	Prune broken, twisted, multidirectional branches and suckers.
Skyline Honeylocust (<i>Gleditsia triacanthos</i> 'Skyline Honeylocust')	Prune broken, twisted, multidirectional branches and suckers.
Common Hackberry (<i>Celtis occidentalis</i>)	Prune broken, twisted, multidirectional branches and suckers.
Bur Oak (<i>Quercus macrocarpa</i>)	Prune off winter kill & remove any dead branches.
Red Oak (<i>Quercus rubra</i>)	Prune off winter kill & remove any dead branches.
Green Ash (<i>Fraxinus americana</i>)	Prune to remove dead branches.
American Linden (<i>Tilia americana</i>)	Prune to remove dead branches.
Thornless Hawthorn (<i>Crataegus crusgalli</i> 'Thornless')	Prune to remove dead branches.
Prairiefire Crabapple (<i>Malus</i> 'Prairiefire')	Prune to remove dead branches.
Common Lilac (<i>Syringa vulgaris</i>)	Prune to remove dead branches after Spring bloom.
Late Lilac (<i>Syringa villosa</i>)	Prune to remove dead branches after Spring bloom.
Miss Kim Lilac (<i>Syringa patula</i> 'Miss Kim')	Prune to remove dead branches after Spring bloom.
Froebel Spirea (<i>Spirea x Froebeli</i>)	Prune back in early early Spring to 6"
Anthony Water Spirea (<i>Spirea x Anthony Water</i>)	Prune back in early spring to 6"
Dwarf Korean Lilac (<i>Syringa meyeri</i>)	Prune to remove dead branches after Spring bloom.
Mohican Viburnum (<i>Viburnum lantanta</i> 'Mohican')	Prune to remove dead branches after Spring bloom.
Arrowood Viburnum (<i>Viburnum dentatum</i>)	Prune to remove dead branches after Spring bloom.

Chenault Coralberry (<i>Symphoricarpos x chenaultii</i>)	Prune to remove dead branches.
Hancock Coralberry (<i>Symphoricarpos x chenaultii</i> 'Hancock')	Prune to remove dead branches and/or keep off of mowstrip. Prune to ground in Spring if exceeds 30".
Gro Low Sumac (<i>Rhus aromatica</i> 'Gro low')	Prune to remove dead branches and/or keep off of mowstrip. Prune to ground in Spring if exceeds 30".
Purple Pavement Shrubrose (<i>Rosa</i> 'Purple Pavement')	Prune to remove dead branches in the Spring.
Maidengrass (<i>Gracillimus miscanthusi</i>)	Prune to ground in Spring.
Karl Foerster Feather Reed Grass (<i>Calamogrostis</i> 'Karl Foerster')	Prune to ground in Spring.
Trail Blazer Switchgrass (<i>Panicum virgatum</i> 'Trail Blazer')	Prune to ground in Spring.
Blaze Little Bluestem (<i>Schizachyrium scoparium</i> 'Blaze')	Prune to ground in Spring.
Heavy Metal Switchgrass (<i>Panicum vergatum</i> 'Heavy Metal')	Remove dead foliage in the Spring.
Little Baby Goldenrod (<i>Solidago</i> 'Little Baby')	Prune to ground in Spring.
New England Aster Mix (<i>Aster species</i>)	Prune to ground in Spring.
Russian Sage (<i>Perovskia atriplicifolia</i>)	Prune to ground in Spring.
Happy Returns Daylily (<i>Hemerocallis</i> 'Happy Returns')	Remove dead foliage in the Spring.
Compact Fleece Flower (<i>Radix polygoni</i> 'multiflora')	Remove dead foliage in the Spring.
Daffodils (<i>Narcissus</i> sp.)	Remove dead foliage in the late Spring after blooming.
Turf Fescue Area (Lynnecrest Drive & East "O" Street by Homers & Big Apple Bagels)	Mowing scheduled every two (2) weeks beginning March 15 through October 1, unless otherwise requested. Mowing height to be coordinated with Parks & Recreation representative.

**NOTE: Any shrub that exceeds 30" in the MEDIANS must be pruned back regardless of time of year.
This does not include ornamental grasses or trees.**

APPENDIX 3

EAST "O" STREET LANDSCAPE MAINTENANCE INSPECTION REPORT

DATE:

PREPARER'S NAME (PRINT):

COMPANY NAME:

SIGNATURE:

LOCATION OF INSPECTION:

TELEPHONE:

Note: Please circle best response to questions.

1. Current growing condition of plant materials? Dormant Bud Stage Active Growth

2. Current health condition of plant materials

Summit Green Ash (<i>Fraxinus pennsylvanica</i> 'Summit Green')	POOR	FAIR	GOOD	EXCELLENT
---------------------------------------------------------------------	------	------	------	-----------

Autumn Purple Ash (<i>Fraxinus americana</i> 'Autumn Purple')	POOR	FAIR	GOOD	EXCELLENT
-------------------------------------------------------------------	------	------	------	-----------

Cimmaron Green Ash (<i>Fraxinus pennsylvanica</i> 'Cimmaron Gr.')	POOR	FAIR	GOOD	EXCELLENT
-----------------------------------------------------------------------	------	------	------	-----------

Patmore Green Ash (<i>Fraxinus pennsylvanica</i> 'Patmore')	POOR	FAIR	GOOD	EXCELLENT
-----------------------------------------------------------------	------	------	------	-----------

Skyline Honeylocust (<i>Gleditsia triacanthus</i> 'Skyline')	POOR	FAIR	GOOD	EXCELLENT
------------------------------------------------------------------	------	------	------	-----------

Common Hackberry (<i>Celtis occidentalis</i>)	POOR	FAIR	GOOD	EXCELLENT
----------------------------------------------------	------	------	------	-----------

Bur Oak (<i>Quercus macrocarpa</i>)	POOR	FAIR	GOOD	EXCELLENT
------------------------------------------	------	------	------	-----------

Red Oak (<i>Quercus rubra</i>)	POOR	FAIR	GOOD	EXCELLENT
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Green Ash (<i>Fraxinus americana</i>)	POOR	FAIR	GOOD	EXCELLENT
--------------------------------------------	------	------	------	-----------

American Linden (<i>Tilia americana</i>)	POOR	FAIR	GOOD	EXCELLENT
-----------------------------------------------	------	------	------	-----------

Thornless Hawthorn (<i>Crataegus crusgalli</i> 'Thornless')	POOR	FAIR	GOOD	EXCELLENT
-----------------------------------------------------------------	------	------	------	-----------

Prairiefire Crabapple (<i>Malus</i> 'Prairiefire')	POOR	FAIR	GOOD	EXCELLENT
--------------------------------------------------------	------	------	------	-----------

Common Lilac (<i>Syringa vulgaris</i>)	POOR	FAIR	GOOD	EXCELLENT
---------------------------------------------	------	------	------	-----------

Late Lilac (<i>Syringa villosa</i>)	POOR	FAIR	GOOD	EXCELLENT
------------------------------------------	------	------	------	-----------

Miss Kim Lilac (<i>Syringa patula</i> 'Miss Kim')	POOR	FAIR	GOOD	EXCELLENT
Froebel Spirea (<i>Spirea x Froebeli</i>)	POOR	FAIR	GOOD	EXCELLENT
Anthony Water Spirea (<i>Spirea x Anthony Water</i>)	POOR	FAIR	GOOD	EXCELLENT
Miss Kim Lilac (<i>Syringa patula</i> 'Miss Kim')	POOR	FAIR	GOOD	EXCELLENT
Dwarf Korean Lilac (<i>Syringa meyeri</i>)	POOR	FAIR	GOOD	EXCELLENT
Mohican Viburnum (<i>Viburnum lantana</i> 'Mohican')	POOR	FAIR	GOOD	EXCELLENT
Arrowood Viburnum (<i>Viburnum dentatum</i>)	POOR	FAIR	GOOD	EXCELLENT
Chenault Coralberry (<i>Symphoricarpos x chenaultii</i>)	POOR	FAIR	GOOD	EXCELLENT
Hancock Coralberry (<i>Symphoricarpos x chenaultii</i> 'Hancock')	POOR	FAIR	GOOD	EXCELLENT
Gro Low Sumac (<i>Rhus aromatica</i> 'Gro low')	POOR	FAIR	GOOD	EXCELLENT
Purple Pavement Shrubrose (<i>Rosa</i> 'Purple Pavement')	POOR	FAIR	GOOD	EXCELLENT
Maidengrass (<i>Gracillimus miscanthusi</i>)	POOR	FAIR	GOOD	EXCELLENT
Karl Foerster Feather Reed Grass (<i>Calamagrostis</i> 'Karl Foerster')	POOR	FAIR	GOOD	EXCELLENT
Trail Blazer Switchgrass (<i>Panicum virgatum</i> 'Trail Blazer')	POOR	FAIR	GOOD	EXCELLENT
Blaze Little Bluesetm (<i>Schyizachyrium scoparium</i> 'Blaze')	POOR	FAIR	GOOD	EXCELLENT
Heavy Metal Switchgrass (<i>Panicum vergatum</i> 'Heavy Metal')	POOR	FAIR	GOOD	EXCELLENT
Little Baby Goldenrod (<i>Solidago</i> 'Little Baby')	POOR	FAIR	GOOD	EXCELLENT

New England Aster Mix (<i>Aster species</i>)	POOR	FAIR	GOOD	EXCELLENT
Russian Sage (<i>Perovskia atriplicifolia</i>)	POOR	FAIR	GOOD	EXCELLENT
Happy Returns Daylily (<i>Hemerocallis 'Happy Returns'</i>)	POOR	FAIR	GOOD	EXCELLENT
Compact Fleece Flower (<i>Radix polygoni 'multiflora'</i>)	POOR	FAIR	GOOD	EXCELLENT

3. Current soil moisture? SATURATED MOIST DRY DROUGHT

4. Landscape maintenance work needing to be done:

Removal of volunteer trees, weedy grasses and/or weedy broad leaves? YES NO

Application of pre-emergent herbicide for weed control YES NO

Name of chemical(s) applied: _____

Application of post emergent herbicide for weed control? YES NO

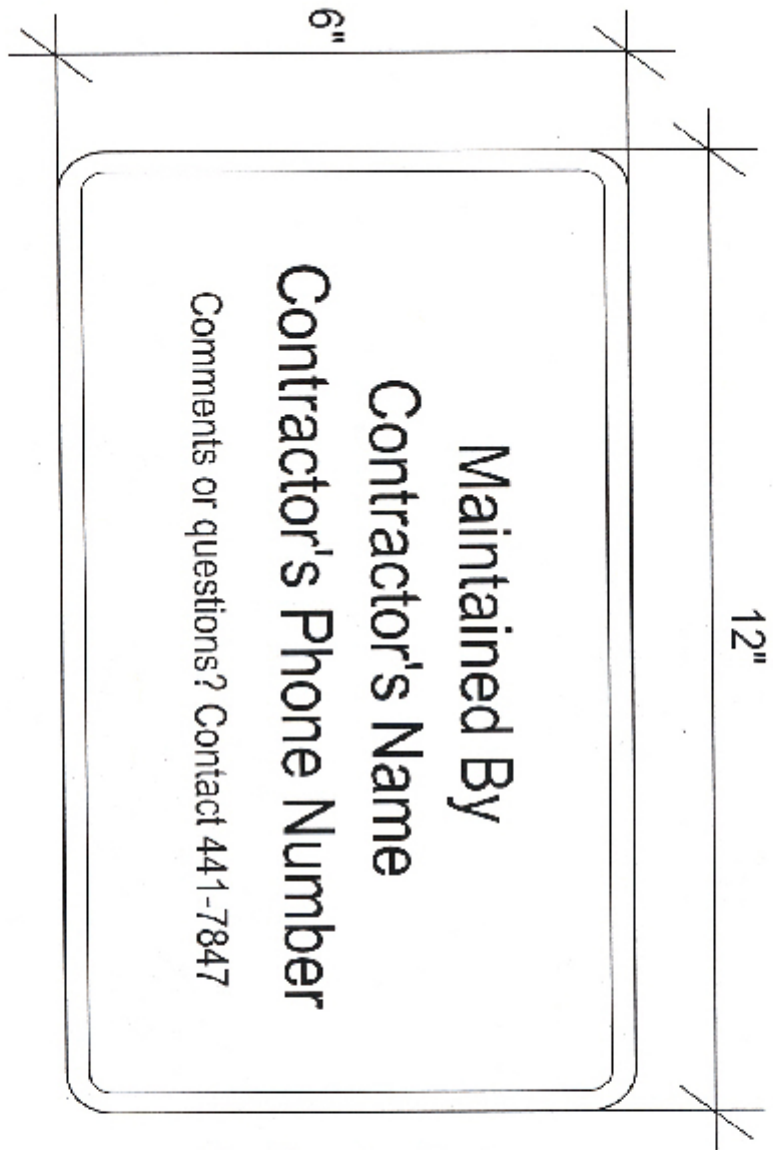
5. Describe in detail any landscape maintenance work done since last inspection (Use back of this sheet).

6. Insect, disease and/or animal damage observed? YES NO

PLANT NAME	INSECT	DISEASE	ANIMAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor to do inspections on the 1st and 3rd Tuesday of each month while under contract with the City unless otherwise scheduled by City. Completed inspection reports must be received by the City of Lincoln Parks Department by fax (441-8706) or mailed (City of Lincoln Parks Department, 2740 "A" Street, Lincoln, NE 68502) within two (2) days from the date of the inspection .

APPENDIX 4
CONTRACTOR SIGN DETAIL
(2 SIGNS PROVIDED BY CONTRACTOR)



- Aluminum: .080 gauge
- Background Color: Dark Green
- Text Color: White
- Border Color: White
- Font Style: Arial

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
- 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

18. LIVING WAGE

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

19. EXECUTION OF AGREEMENT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ___ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ___ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- X c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.